BILL NO. S-81-04-21

SPECIAL ORDINANCE NO. S-113-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 310-80 Phase 1, between the City of Fort Wayne, Indiana and Rocco Ferrera and Company, Inc., Contractor for installation of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated April 7, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Rocco Ferrera and Company, Inc., Contractor for:

the construction of an 84 inch sewer which will eliminate an existing pump station,

under Board of Public Works Sewer Improvement Resolution No. 310-80, Phase 1, at a total cost of $3,059,065.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY APRIL 10, 1981.

J. E. Hoffman

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first ~~time~~ in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for ~~recommendation) and Public Hearing to be held~~ after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ___ M.,E.S.T.

DATE: 4-14-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third ~~time~~ in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.				✓	
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-28-81

Charles W. Westerman
CHARLES W. WESTERMAN - ~~CITY CLERK~~ /ne

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-113-81 on the 28th day of April, 19 81.

ATTEST: Charles W. Westerman /ne
CHARLES W. WESTERMAN - CITY CLERK

(SEAL) John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of April, 19 81, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman /ne
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 30th day of April 19 81, at the hour of 2 o'clock P M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-04-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 310-80 Phase I, between the City of Fort Wayne, Indiana and Rocco Ferrera and Company, Inc., Contractor for installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

4-28-81
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Council 4/14/81

1C CF/1 4/8/81

CONTRACT NO. 310-80 - PHASE 1

THIS CONTRACT made and entered into in triplicate this 8th day of April, 1980, by and between ROCCO FERRERA & CO. INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

PHASE I

Beginning at an existing sanitary sewer located 2725± L.F. South of and 1400± L.F. West of the intersection of Lake Avenue and White Oak Drive; thence, West 1300± L.F. to a proposed manhole located 2700± L.F. West of and 2725± L.F. South of the centerline of the intersection of said Lake Avenue and White Oak Drive; thence, Northerly 1300± L.F. to a proposed manhole; thence, Northwesterly 725± L.F. to a proposed manhole located 5± L.F. South and 200± L.F. East of the centerline of the intersection of Pemberton Drive and Tilden Avenue; thence, Westerly within the right-of-way of said Tilden Avenue 2575± L.F. to a proposed manhole 200± L.F. East of and 25± L.F. North of the centerline intersection of Lake Avenue and California Avenue; thence, Northwesterly 465± L.F. to a proposed manhole located 5± L.F. West and 5± L.F. South of the centerline intersection of California Avenue and Tenessee Avenue; thence, Westerly 1810± L.F. terminating at a proposed manhole structure which is a part of phase I of this resolution located 5± L.F. East and 5± L.F. North of the centerline intersection of St. Joseph Blvd. and Tenessee Avenue.

Said sewer shall be 84 inches in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11033, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $3,059,065.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

84" R.C.P. Class III ASTM C-76	Two hundred fifty-five dollars and no/100	255.00
84" R.C.P. Class II ASTM C-76	Two hundred forty-six dollars and no/100	246.00

68" x 106" R.C.P. HE III ASTM C-76	Three hundred thirty-six dollars and no/100	336.00
Special Str's SJ-1, 6, & 7	Sixteen thousand one hundred dollars and no/100	16,100.00
Special Str. SJ-2	Fourteen thousand six hundred dollars and no/100	14,600.00
Special Str. SJ-3	Eight thousand seven hundred fifty dollars and no/100	8,750.00
Special Str. SJ- 4, 5 & 11	Fourteen thousand six hundred dollars and no/100	14,600.00
Special Str. SJ- 8 & 9	Thirteen thousand four hundred dollars and no/100	13,400.00
Special Str. SJ - 10	Sixteen thousand one hundred seventy dollars and no/100	16,170.00
#53 or #73 Special Backfill	Ten dollars and 75/100	10.75
Tunneling (Anthony Blvd.)	One thousand one hundred twenty-five dollars and no/100	1,125.00
H.A.C. Base 440 #/S.YD	Twenty-eight dollars and no/100	28.00
H.A.C. Binder 330 #/S.YD.	Twenty-six dollars and no/100	26.00
H.A.C. Surface 220 #/SYD	Twenty-nine dollars and no/100	29.00
Conc. Curb Replacement	Nine dollars and no/100	9.00
4" Sidewalk Replacement	Two dollars and 65/100	2.65
6" Wingwalk Replacement	Two dollars and 75/100	2.75
12" Sewer Pipe Rmvl. & or Replcmt. Relocation w/ RCP Class IV	Eighteen dollars and no/100	18.00
6"-10" Swr. Pipe Rmvl. & Replcmt.	Eighteen dollars and no/100	18.00
Removal of 18" Sewer Pipe	Five dollars and no/100	5.00
Existing 48"-2-Rng. Brk. Swr. to be replcd. & sliplined w/42" steel liner plate (all labor & grouting incl.)	Two hundred seventy dollars and no/100	270.00
Existing 30" sewer to be Replaced w/30" R.C.P. Cl. IV	Sixty-five dollars and no/100	65.00
Std. M.H. Type II-A (84")	Four thousand nine hundred dollars and no/100	4,900.00
Std. M.H. Type I-A	One thousand eight hundred seventy dollars and no/100	1,870.00
Std. Inlet Type I-C, D, E, or F	Six hundred seventy dollars and no/100	670.00
Std. Catch Basin Type I-A	One thousand two hundred fifteen dollars and no/100	1,215.00
72" R.C.P. Removal & Replacement	Two hundred thirty-seven dollars and no/100	237.00
42" R.C.P. Removal & Replacement	One hundred twenty-two dollars and no/100	122.00
21" R.C.P. Extension	Thirty dollars and no/100	30.00
21" Sewer Pipe Replacement	Forty dollars and no/100	40.00
12" C.L.D.I.P. Class 51	Forty-five dollars and no/100	45.00
18" C.L.D.I.P. Class 51	Fifty dollars and no/100	50.00
Seeding & 2" Mulch	No dollars and 50/100	0.50

Dewatering	Five dollars and no/100	5.00
Field Office Complete	Six thousand dollars and no/100 per lump sum	6,000.00
84" R.C.P. Class IV ASTM C-76	Two hundred twenty-five dollars and no/100	225.00
Modification & add'n to existing Structure including all misc. work	Thirty-one thousand one hundred dollars and no/100 per lump sum	31,100.00
Base Stabilization	Eight dollars and no/100	8.00
6" Concrete Driveway	Nineteen dollars and no/100	19.00
4" Asphalt Driveway	Eighteen dollars and no/100	18.00
Water Main Replmt. & Reloc.	Thirty-five dollars and no/100	35.00
Gas Line Replmt. & Reloc.	Thirty-seven dollars and no/100	37.00
Underground Cables & Conduits Replacement & Relocation (inclusive of bracing pole & precast M.H. repl.)	Seventy dollars and no/100	70.00
Replacement of Trees (3" Dia.)	Six hundred thirty dollars and no/100	630.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against

the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 310-80 - Phase 1
B. Instructions to Bidders for Contract No. 310-80 - Phase 1
C. Contractor's Proposal Dated Sept. 9, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11033
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Enviromental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ROCCO FERRERA & CO., INC.

BY: _____
MICHAEL J. FERRERA, President

BY: _____
AUGUSTINE FERRERA, Secretary

CITY OF ~~FORT WAYNE~~, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Rocco Ferrera & Company, Inc.
(Name of Contractor)

30105 W. Eight Mile Road, Livonia, MI 48152
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Insurance Company of North America
(Name of Surety)

Tower 200, Suite 2100, Renaissance Center, Detroit, MI 48243
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Three Million Fifty Nine Thousand and Sixty Five Dollars and no/100 dollars ($3,059,065.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the _____ day of _____, 19____, for construction of:

Contract No. 310-80 Phase I

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SV 11033 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in six (6) (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19___.

ATTEST:

_____
(Principal) Secretary

[SEAL]

_____
(Witness as to Principal)

_____
(Address)

_____

Rocco Ferrera & Company, Inc.
(Principal)

BY: _____ [S]

30105 W. Eight Mile Road
(Address)

Livonia, MI 48152

Insurance Company of North America
Surety

ATTEST:

_____
(Surety) Secretary

[SEAL]

_____
Witness as to Surety

_____
(Address)

_____

By _____
T. J. Griffin, Attorney-in-Fact

Tower 200, Suite 2100,
(Address)

Renaissance Center, Detroit, MI 38243

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Rocco Ferrera & Company, Inc.
(Name of Contractor)

30105 W. Eight Mile Road, Livonia, MI 48152
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Insurance Company of North America
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Three Million Fifty Nine Thousand Sixty Five Dollars ($3,059,065.00) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of:

Contract No. 310-80 Phase I

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SV 11033, through _____ and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modivication thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed six (6) (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19____.

ATTEST:

Augustine Ferrera
(Principal) Secretary

[SEAL]

Rocco Ferrera & Company, Inc.
Principal

By Michael J. Ferrera [S]

30105 W. Eight Mile Road
(Address)

Livonia, MI 48152

Antoinette T. Rush
Witness as to Principal

11560 Brownell
(Address)

Plymouth, MI 48170

Insurance Company of North America
Surety

By T. J. Griffin Attorney-in-Fact

ATTEST:

Patricia J. Smalley
(Surety) Secretary

[SEAL]

Maxine E. Boe
Witness as to Surety

30044 Balmoral
(Address)

Garden City, Mi. 48135

Tower 200, Suite 2100
(Address)

Renaissance Center, Detroit, MI 48243

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No. 310-80
Phase I

POWER OF ATTORNEY

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint T.J. GRIFFIN, LEE R. SMALLEY, PATRICIA J. SMALLEY, all of the City of Farmington Hills, State of Michigan

_____ ; each individually if there be more than one named,

its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 21st day of November 19 80

INSURANCE COMPANY OF NORTH AMERICA

(SEAL) By MICHAEL B. FODOR Vice-President

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On this 21st day of November, A. D. 19 80, before me, a Notary Public of the STATE OF ILLINOIS in and for the County of COOK came MICHAEL B. FODOR, Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of CHICAGO the day and year first above written.

Dawn Strawbridge
DAWN STRAWBRIDGE Notary Public

(SEAL) My commission expires 5/28/84

I, the undersigned, ~~Assistant~~ Secretary of **INSURANCE COMPANY OF NORTH AMERICA,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as ~~Assistant~~ Secretary, and affixed the corporate seal of the Corporation, this day of 19

(SEAL)

James S. Wyllie
JAMES S. WYLLIE Assistant Secretary

RS-15579 Ptd. In U.S.A.

Certificate of Insurance

ACORD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

General Underwriters, Inc.
730 Buhl Building
Detroit, Michigan 48226

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — Michigan Mutual Insurance Co.

COMPANY LETTER B — Insurance Company of North America

NAME AND ADDRESS OF INSURED

Rocco Ferrera & Company, Inc., Etal and
Rocco Ferrera Equipment Company, Inc.
30105 West Eight Mile Road
Livonia, Michigan 48152

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☒ PREMISES—OPERATIONS ☒ EXPLOSION AND COLLAPSE HAZARD ☒ UNDERGROUND HAZARD ☒ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☒ BROAD FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ PERSONAL INJURY	SR22-0-708562	4-1-82	BODILY INJURY	$	$
				PROPERTY DAMAGE	$	$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000	$ 1,000
				PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED	SR42-2-708563	4-1-82	BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH ACCIDENT)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000	
A	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	SR29-2-708564	4-1-82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 10,000	10,000
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	SRCP31-0-A08561	4-1-82	STATUTORY		
					$ 500	(EACH ACCIDENT)
B	OTHER Installation Floater & Builders Risk	To be Advised	Length of Job	Limit: $3,039,063		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

St. Joseph Interceptor Sewer
Project Phase I
Contract #310-80

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

DATE ISSUED: March 31, 1981

Robert L. Anderson

GENERAL UNDERWRITERS, INC.

AUTHORIZED REPRESENTATIVE

Admn. Appr. _____

DIGEST SHEET

S-81-04-21

TITLE OF ORDINANCE Sewer Improvement Resolution 310-80 Phase I, St. Joe Sewer Connect Interceptor.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This is a contract with Rocco Ferrera and Company, Inc. to construct a 84 inch sewer which will eliminate a existing pump station.

EFFECT OF PASSAGE Improvement to the water quality in the St. Joe Area with the construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of boyh State and Federal funds to improve Fort Wayne's environment.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost $3,059,065.00 which will be paid for by EPA (75%) State (10%) City Utilities (15%)

ASSIGNED TO COMMITTEE (PRESIDENT) _____

sa